

9/12/13
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Via Email

FCC Contractor
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Re: WC Docket No. 06-210
CCB/CPD 96-20

800 SERVICES, INC.'S

AT&T/CCI Settlement Agreement Demonstrates AT&T Understood its Shortfall and Termination Charges Were Bogus on Timely Restructured CSTPII/RVPP Plans

Dear FCC

800 Services, Inc is a former AT&T aggregator that is waiting for FCC resolution of the Declaratory Ruling. 800 Services Inc., has been a frequent public commenter within this declaratory ruling case due to the fact that it has a financial interest in its outcome.

As the FCC is aware CCI and Winback were co-petitioners until AT&T settled with CCI unbeknownst to Winback. Winback sued CCI and within the Winback vs. CCI case the AT&T/CCI settlement agreement was uploaded into the public domain for the world to see.

800 Services, Inc paid for a copy of the AT&T/CCI settlement agreement via the National Archives: <http://www.archives.gov/index.html> due to the case no longer being accessible online.

The AT&T/CCI settlement agreement uploaded redacted the cash payment made by AT&T to CCI. However there is important information contained within the rest of the settlement agreement as it relates to FCC's Declaratory Ruling and 800 Services, Inc's interests.

800 Services, Inc attaches here the uploaded "cash redacted" AT&T/CCI settlement agreement, which was exhibit P-2 in the case between Winback vs. CCI.

The AT&T/CCI settlement agreement shows the \$17,780,000 in tariffed termination charges and \$61,000,000 in tariffed shortfall that AT&T claimed to the Courts and the FCC that AT&T was compensated for by CCI.

If these AT&T tariffed charges were permissible to be applied than why would AT&T also have to pay CCI substantial cash? Although the cash amount is redacted it certainly looks like there is room for 7 or 8 digits. Almost \$80 million in tariffed charges CCI did not have to pay *and* received substantial cash. If the \$80 million were permissible to be applied would AT&T really need to also pay substantial cash? Obviously not!

In the settlement agreement AT&T mandated that CCI must aid AT&T's defense against the Winback's continuing case before the FCC. Was this CCI defense worth \$80 million to AT&T? Obviously not!

800 Services, Inc.'s point is that AT&T is well aware that the tariffed shortfall and termination charges were NOT permissible to be applied; due to the proper and timely restructuring of the AT&T plans, as 800 Services, Inc. had also properly done. If AT&T actually believed that these charges were legit it would make absolutely no sense for AT&T to also pay CCI a penny in cash.

If AT&T actually believed that applying the shortfall and termination charges were permissible to be applied under its tariff on timely restructured plans, why settle with CCI and not require that CCI pay for the charges? Why would AT&T ever pay CCI a huge amount of cash if AT&T actually believed that the shortfall and termination charges were permissible to be applied?

So it is obvious that AT&T's tariffed charges were never to be applied against timely restructured CSTPII discount plans. It appears as if AT&T used these non-permissible charges simply to fraudulently induce CCI into the settlement agreement and get CCI to help defense against Winback.

AT&T is adamantly taking the position before the FCC that:

- 1) The "CCI/Winback" traffic only transfer was not permissible under the tariff and that
- 2) The shortfall and terminations charges were permissible to be applied.

If AT&T actually believed it was correct in its tariff interpretations it would have never settled with CCI. AT&T knows full well that it violated the tariff otherwise there was absolutely no reason to settle with CCI.

Remember, this AT&T/CCI settlement agreement is based upon the **same exact transactions** with AT&T that CCI and Winback undertook as co-plaintiffs.

In other words, within the AT&T/CCI settlement agreement AT&T agreed to provide CCI with what AT&T claims is well over \$80 million in value; simultaneously AT&T states Winback's claims have no merit, even though it's exactly the same transactions as CCI /Winback's! How can this be? It's a complete AT&T fraud.

AT&T is taking the ridiculous position that the exact same transactions CCI/Winback participated in together were somehow different for CCI than Winback! That CCI deserves \$80 million in damages and Winback's co-petitioner claims for the same transaction are meritless.

If AT&T is admitting guilt to CCI than AT&T must by law admit it was guilty against Winback. It would be like AT&T is drunk driving and hits a car with CCI and Winback in it and damages both and AT&T says CCI was damaged and Winback has no damages. Absurd!

The bottom-line is that these tariffed shortfall and termination charges were not supposed to be applied because the CSTPII/RVPP plans were timely restructured to avoid year end true up charges as was 800 Services, Inc.'s plans.

Respectfully submitted,
800 Services, Inc.
/S/ Phillip Okin
Phillip Okin President